

STANDARD TERMS AND CONDITIONS OF SALE

- 1. SCOPE.** The terms and conditions of sale contained herein (“**Terms and Conditions**”) will apply to all quotations and offers made, and purchase orders accepted, by Diodes Incorporated and its subsidiaries (hereafter collectively referred to as “**Diodes**”). No contractual relationship between Diodes and Buyer will arise until such time as Buyer has placed a purchase order which has been accepted by Diodes. The term “**Buyer**” means the party placing the purchase order. These Terms and Conditions may in some instances conflict with the terms and conditions affixed to the purchase order, request for quotation, or other procurement document issued by Buyer; or with any preprinted terms or conditions found on Buyer’s purchase orders, other preprinted forms, or in Buyer’s electronic data interchange acknowledgements. In such case, these Terms and Conditions will govern, and acceptance of Buyer’s purchase order is conditioned upon Buyer’s acceptance of these Terms and Conditions irrespective of whether Buyer accepts these Terms and Conditions by a written acknowledgement, by implication, or acceptance of and payment for the Products ordered hereunder. The term “**Product**” means a packaged integrated circuit hardware product that Diodes has qualified and released to market. Where applicable and subject to the additional terms set forth in **Section 26** and **27** below or otherwise provided in a separate agreement between Diodes and Buyer, the term “**Products**” includes a Wafer, Die Product, or Evaluation Item. The term “**Product**” excludes software, marketing collaterals and services of any kind. Diodes hereby objects to and rejects any additional or different terms proposed by Buyer, including those contained in Buyer’s purchase order, request for quotation, preprinted forms, electronic data interchange acknowledgements, or other procurement related documents, unless Diodes expressly agrees to such terms in writing. Diodes’ failure to object to provisions contained in any communication from Buyer will not be deemed an acceptance of those provisions or a waiver of the provisions contained in these Terms and Conditions. Any changes in the Terms and Conditions must specifically be agreed to in writing and signed by an authorized representative of Diodes before becoming binding on either party. All orders, offers, and contracts must be approved and accepted by Diodes.
- 2. PURCHASE ORDER ACCEPTANCE.** All purchase orders are subject to acceptance by Diodes. Diodes may accept or reject any purchase order at Diodes’ sole discretion. Any quotation made by our external sales representatives is subject to confirmation and acceptance by Diodes’ authorized representatives. Diodes reserves the right to correct any clerical errors in quotations and invoices.
- 3. TERMS OF PAYMENT.** Where Buyer has established credit with Diodes, terms of payment will be net thirty (30) calendar days from date of invoice unless otherwise noted on the invoice issued by Diodes or separately agreed in writing between Diodes and Buyer. Payment is due as stated on Diodes’ invoice. Buyer’s obligation to make the payments hereunder will not be affected by a setoff, counterclaim, recoupment, defense, or other claim, right, or action which Buyer may have against Diodes.

A late payment interest amount will be assessed on Buyer at a rate of one and half percent (1.5%) per month (accruing daily from the due date to the actual date of payment) up to a maximum late payment penalty of eighteen percent (18%) per year, or the maximum late payment interest amount allowable by law, over the late payment balances and/or the unpaid balances. Diodes will have the right, from time to time, to limit or cancel any credit extended hereunder, to require reasonable assurances of Buyer’s ability to pay, and/or require payment prior to any future deliveries. Unless otherwise provided, all payments are to be made in the type of currency stated in the invoice. In the event Diodes is required to bring legal action to collect delinquent accounts, Buyer agrees to pay the actual attorney’s fees, costs of suit, collection fees, and/or out-of-pocket expenses incurred by Diodes in any such action. If Buyer defaults on any payment, Diodes may reschedule or cancel any outstanding delivery or purchase order and declare all outstanding invoices due and payable immediately.
- 4. PRICES.** Prices are subject to change and Product is subject to discontinuance in accordance with J-STD-048. Unless otherwise noted on the invoice issued by Diodes or separately agreed in writing between Diodes and Buyer, (a) the minimum order is one thousand US Dollars (\$1,000.00) (or the applicable currency equivalent of this amount) per purchase order or per shipment, and (b) Products will be shipped in one full and complete reel or increments or multiples thereof (purchase orders requiring Products to be shipped in partial reels or cut reels will not be accepted).
- 5. TAXES.** All prices are exclusive of any present or future sales, value added, revenue, or excise tax, import duty (including brokerage fees), or other taxes, duties, levies, or tariffs applicable to the manufacture, sale, or delivery of any Product. Buyer will pay any and

all such applicable taxes, duties, levies, and tariffs unless Buyer provides a proper and duly executed tax exemption certificate. Buyer will make all payments without withholding or deduction of any tax, levy, duty, charge, or fee unless required by law. If any such withholding or deduction is required by law, Buyer will pay such additional amount(s) or otherwise reimburse Diodes for the amount of such withholding or deduction to ensure that Diodes receives the same total amount that it would have received if no such withholding or deduction had been required.

- 6. TITLE, RISKS, AND DELIVERY.** Sales are Ex Works (EXW) shipping point (Incoterms 2020) unless separately agreed in writing between both Diodes and Buyer. Diodes will use commercially reasonable efforts to ship in accordance with Diodes' assigned scheduled shipping date. Scheduled shipping dates, whether written or verbal, are made in good faith, and Diodes will not be responsible to Buyer or any third party for any expense, loss, or damage, direct or indirect, resulting from or relating to its failure to meet a scheduled shipping date for any cause. Diodes may deliver Products in installments. If Diodes agrees to a method of delivery specified by Buyer that involves unusual or additional transportation, delivery, or customs clearance expenses, such additional expenses will be billed to Buyer. If for any reason Diodes pays for such additional expenses, Buyer will promptly reimburse Diodes for such additional expenses in accordance with any instructions from Diodes.

7. CHANGE OF ORDERS.

A. Cancellation. No purchase order accepted by Diodes may be canceled by Buyer except by mutual agreement in writing. Diodes reserves the right to adjust the billing purchase price applicable to quantities of Products actually delivered. Buyer may submit written notice to cancel any standard product order scheduled for shipment beyond thirty (30) calendar days after Diodes receives Buyer's written cancellation notice. Buyer is liable for any quantity price adjustment resulting from such cancellation.

B. Reschedules. No purchase order accepted by Diodes and scheduled for delivery within thirty (30) calendar days of Diodes' receipt of Buyer's request for rescheduling may be rescheduled. Upon written notice to Diodes, Buyer may reschedule any purchase order scheduled for shipment beyond thirty (30) calendar days from the date of receipt by Diodes of Buyer's request for rescheduling.

C. Default. If Buyer defaults, Diodes may decline to make further shipment and/or terminate Buyer's purchase order without affecting Diodes' rights and remedies including, but not limited to, any right to cancellation charges and quantity price adjustments. Diodes' actions do not constitute a waiver of, nor affect, its legal remedies.

- 8. FORCE MAJEURE.** Diodes will not be liable for any delay in delivery or for failure to give notice of delay when such delay is due to or relating to acts of God, natural disasters, acts of Buyer, acts of civil or military authority, war, riots, armed conflicts, acts of civil disobedience or terrorism, shortage of labor, concerted labor action or general labor disturbances, lockouts, occupation of factories and premises, fires, destruction of machinery and equipment, inability to obtain materials or shipping space, breakdowns of transport or telecommunication, delays of carriers or suppliers, freight embargoes, governmental acts and regulations, plague, epidemic, pandemic, outbreaks of infectious diseases or any other public health crisis, including quarantine or other isolation, shelter-in-place, or travel restriction orders issued by government authorities, or any causes beyond Diodes' reasonable control that otherwise have material adverse impact or impose material financial or economic hardship upon Diodes (collectively, "Force Majeure Event." Force Majeure Events may also include delays due to adverse determinations by means of court order or regulation that make Diodes' obligations unlawful or economically infeasible. For the purpose of this Section 8, reasonable or feasible actions shall be those made in Diodes' ordinary course of business, without need of unusual action. The original scheduled shipping date will be deemed extended by a period of time equal to the time lost due to a Force Majeure Event. Quantities of the Products are subject to availability and in the event of production difficulties or product shortages, Diodes may allocate sales and deliveries at its sole discretion without any liability to Buyer.

- 9. PRODUCT ACCEPTANCE.** Buyer will accept or reject Products within thirty (30) calendar days of receipt of each shipment unless otherwise noted on the invoice issued by Diodes or agreed in writing between both parties. Failure to notify Diodes in writing of nonconforming Products within such period will be deemed an unqualified acceptance of the Products. Claims for shortage must be made within seven (7) calendar days of receipt of shipment by Buyer, and Buyer must retain all packaging and related materials for proof of claims of shortage.

10. LIMITED WARRANTY AND LIMITED LIABILITY. Diodes Products have an assured shelf life of three (3) years from the date of manufacture. Except as specified below, Products sold hereunder will, in all material respects, be free from defects in materials and workmanship and conform to Diodes' published specifications or other specification accepted in writing by Diodes for a period of one (1) year from date of shipment ("**Warranty Period**"). The foregoing warranty does not apply: (i) to any Products that have been altered or soldered such that they are not capable of being tested under normal test conditions; (ii) to any Products that have been altered or repaired by Buyer without Diodes' prior written consent; (iii) if any defect or non-conformity is the result of or related to improper storage, installation, repair, or other misuse; (iv) if any defect or non-conformity is due to or related to misuse, neglect, or alteration by a testing laboratory, which has conducted tests without Diodes' consent; or (v) if the non-conformity resulted from Buyer's design, specifications, or instructions for such Products or improper system design. Diodes' sole obligation for Products failing to comply with this warranty will be, at Diodes' sole discretion, to either replace the nonconforming Product or issue Buyer credit for the purchase price of the nonconforming Product, where: (1) Diodes has received written notice of any nonconformity within the Warranty Period; (2) after Diodes' written return authorization, Buyer has returned the nonconforming Product to Diodes in accordance with the instructions provided by Diodes; and (3) Diodes has determined that the Product is nonconforming. Diodes warranty obligation hereunder is contingent on Diodes' receipt of payment in full for the Products eligible for this warranty and will only apply to such claims that are brought either during the Warranty Period, or within six (6) months of Diodes' determination that a Product is nonconforming, whichever is later. Diodes has not authorized anyone to make any representation or warranty other than as provided above. Diodes does not assume or authorize any other persons to assume for it any other liability in connection with its Products.

THE FOREGOING WARRANTY AND REMEDIES ARE, TO THE FULLEST EXTENT PERMITTED BY LAW, EXCLUSIVE AND MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR USE OR FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

IN NO EVENT WILL DIODES BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH THESE TERMS AND CONDITIONS OR ANY PRODUCT SOLD HEREUNDER, INCLUDING WITHOUT LIMITATION, THE COST OF LABOR, RE-QUALIFICATIONS, REWORK CHARGES, REPAIR EXPENSES, MANUFACTURING COSTS, COSTS OF PRODUCT RECALL, DELAY, LOST PROFITS OR REVENUES, DAMAGE TO REPUTATION, LOSS OF GOODWILL, LOSS OF CUSTOMER, DATA, UNITS, OR PRODUCTION, OR LITIGATION OR DISPUTE RESOLUTION COSTS ARISING OUT OF THE SALE, INSTALLATION, OR BUYER'S OR ITS CUSTOMERS' USE OF THE PRODUCT, REGARDLESS OF WHETHER DIODES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR WHETHER ANY REMEDY PROVIDED HEREIN FAILS ITS ESSENTIAL PURPOSE.

IN NO EVENT WILL DIODES' AGGREGATE LIABILITY FOR CLAIMS (WHETHER ARISING IN TORT, BREACH OF CONTRACT, BREACH OF ANY IMPLIED CONDITION, WARRANTY, REPRESENTATION, OR OTHERWISE) ARISING OUT OF OR RELATED TO PURCHASE ORDERS OR IN RESPECT OF ANY PRODUCTS PROVIDED UNDER THESE TERMS AND CONDITIONS EXCEED THE TOTAL AMOUNTS PAID TO DIODES FOR THE PRODUCTS AT ISSUE DURING THE PRIOR THREE (3) MONTHS WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED. THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE OR EXTEND THIS LIMIT. THE FOREGOING LIABILITY LIMITATIONS ARE ESSENTIAL ELEMENTS OF THESE TERMS AND CONDITIONS. IN THE ABSENCE OF SUCH LIMITATIONS THE MATERIAL AND ECONOMIC TERMS OF THESE TERMS AND CONDITIONS WOULD BE SUBSTANTIALLY DIFFERENT.

Diodes may provide Buyer technical, design, or applications related information, recommendation, or advice, quality, reliability, and qualification data, and other services. Providing any of the aforesaid information or services does not expand or otherwise alter Diodes' warranties as set forth above and no additional obligations or liabilities arise from Diodes providing such information or services. All information and services provided by Diodes are intended to help enable Buyer to design and manufacture applications and systems that meet applicable industry and regulatory standards and requirements as determined by Buyer. It is Buyer's sole

responsibility to ensure compliance with any such industry and regulatory standards and requirements as they apply to its applications and systems.

Buyer is solely responsible for the design, validation, and testing of its applications and systems incorporating one or more Products, as well as for compliance with all legal, regulatory, and safety-related requirements concerning its applications and systems. Buyer represents that, with respect to its applications and systems, it has all the necessary expertise to create and implement safeguards that (i) anticipate adverse consequences of failures, (ii) monitor failures and their consequences, and (iii) lessen the likelihood of failures. Buyer will promptly take any and all remedial actions as appropriate. Buyer agrees that prior to using or distributing any applications or systems that include the Products, Buyer will (i) conduct qualification tests on actual applications taking into account possible environmental and other conditions that Buyer's application or system may encounter, and (ii) thoroughly test such applications and systems and the functionality of the Products as used in such applications and systems.

Buyer will be deemed to assume all liability for any and all damages arising from or in connection with the use or misuse of the Products by Buyer, its employees, customers, and others. Buyer will indemnify, defend, and hold Diodes harmless from any claims based on Diodes' compliance with Buyer's designs, specifications or instructions, or modification of any Products by parties other than Diodes, or use in combination with other products.

Nothing in these Terms and Conditions excludes or limits either party's liability for fraud, death, or personal injury caused by negligence or, to the extent that applicable law prohibits, any exclusion or limitation of liability.

11. PRODUCT RETURN AND INSPECTION. Within the Warranty Period, nonconforming Products may be returned for retest, evaluation, and examination only after written return authorization has been given by Diodes. Diodes will have the right to inspect all alleged nonconforming Products returned pursuant to the foregoing warranty. Returns must be prepaid by Buyer and shipped DDP Diodes' facility (Incoterms 2020). When requesting a written return authorization, Buyer must provide the date of purchase, purchase order number, and any other details as Diodes may reasonably require. When returning a nonconforming Product, Buyer must provide details of the alleged nonconformity and the returned Products must be in Diodes' original shipping cartons complete with all packing materials.

12. RETURNS AND ORDER CANCELLATION. If a written restocking agreement is in place between Buyer and Diodes, all Products listed that are standard products can be returned in accordance with the terms of the restocking agreement, or as otherwise agreed in writing between parties. Without prejudice to **Section 11 (Product Return and Inspection)** above, all Products listed that are non-standard products cannot be returned.

Diodes will have the right to cancel any purchase orders without notice or liability to Buyer in the event that Buyer becomes insolvent, is adjudicated bankrupt, petitions for or consents to any relief under any bankruptcy reorganization statute, or becomes unable to pay its debts as they fall due or to meet its financial obligations in the normal course of business.

13. USE OF PRODUCTS IN CRITICAL APPLICATIONS.

DIODES' PRODUCTS ARE NOT DESIGNED, INTENDED, OR AUTHORIZED FOR USE AS COMPONENTS IN LIFE SUPPORT, LIFE SUSTAINING DEVICES OR SYSTEMS, OR OTHER SAFETY CRITICAL APPLICATIONS, INCLUDING BUT NOT LIMITED TO ANY MEDICAL DEVICES IDENTIFIED BY THE U.S. FOOD AND DRUG ADMINISTRATION ("FDA") AS CLASS 3 DEVICES AND EQUIVALENT OR SIMILAR CLASSIFICATION OUTSIDE THE U.S., IN WHICH THE FAILURE OF THE PRODUCTS TO PERFORM, ITS MALFUNCTION, OR SYSTEM INACCURACY COULD REASONABLY BE EXPECTED TO (I) RESULT IN OR CONTRIBUTE TO PERSONAL INJURY, LOSS OF LIFE, SEVERE PROPERTY OR ENVIRONMENTAL DAMAGE; OR (II) CAUSE, DIRECTLY OR INDIRECTLY, THE FAILURE OF THE CRITICAL APPLICATION, DEVICE, OR SYSTEM; OR (III) AFFECT ITS SAFETY OR EFFECTIVENESS.

Buyer acknowledges that the use of the Products in such applications or devices is understood to be fully at the risk of Buyer and that Buyer is responsible for verification and validation of the suitability of the Products used in such application, device, or system. Buyer represents and warrants that it will use appropriate safeguards to minimize potentially adverse consequences associated with

product failure. Buyer makes the ultimate design decisions regarding its applications, devices, and systems and is solely responsible for compliance with all legal, regulatory, safety, and security related requirements concerning its applications, devices, and systems, regardless of any information or support that may be provided by Diodes.

Diodes will not be liable, in whole or in part, for any claim or damage arising from use of the Products in such application, device, or system. Buyer will indemnify, defend, and hold Diodes and its representatives harmless from and against any and all claims, damages, losses, costs, settlements, expenses, and liabilities (including attorney's fees and court costs) arising out of or in connection with such use or Buyer's non-compliance with this provision.

14. INDEMNIFICATION. Buyer will indemnify, defend, and hold Diodes and its representatives harmless from any and all claims, defense expenses, losses, liabilities, fines, penalties, damages, debts, settlements, costs, and expenses (including attorney's fees and court costs) suffered or incurred by Diodes as a result of or in connection with any suit or claim brought against Diodes or its representatives as a result of any warranty or representation not authorized by Diodes, alteration, neglect, improper or unauthorized testing, use, misuse, mishandling, or misapplication of the Product, or any other acts or omissions of Buyer (including Buyer's failure to comply with these Terms and Conditions or any applicable laws).

15. CONFIDENTIAL INFORMATION. No information will be deemed to be given or received in confidence by either party unless and to the extent that it is covered by a separate written confidential agreement. However, neither party will use, divulge, or communicate to any third party any information of the other party it reasonably knows to be confidential, except for purposes connected with the performance of its obligations hereunder.

16. EXPORT CONTROL AND ECONOMIC SANCTIONS. All documentation pertaining to licenses, clearances, and shipping required for the delivery of the Products will be handled at cost and Buyer will be solely responsible for those costs and expenses. Buyer will comply fully with all laws and regulations concerning the purchase, sale, shipment, export, re-export, transfer, or use of Products. In particular, Buyer will comply with all customs, import, and export regulations and administrations of all relevant countries, regions, and territories, including, but not limited to, the United States of America, United Kingdom, Germany, European Union, China, and/or Taiwan in so far as they apply to the purchase, sale, import, export, re-export, transfer, or use of the Products. Buyer will not provide Products to entities or individuals that are prohibited from receiving such Products under applicable laws and regulations. The Products are designated for delivery to the ultimate destination as shown on the shipment or invoice address and any contrary diversion is prohibited. Buyer will conduct sufficient screening and due diligence to ensure the transaction does not involve, directly or indirectly, any person or entity identified as a restricted or denied party pursuant to any trade embargo, sanction, debarment, or denied party designation maintained by any country or government whose laws are applicable to the transaction, to the extent that designation prohibits the transaction. In addition, any Products sold hereunder may not be exported, re-exported, or transferred to any end-user engaged in activities, or for any end-use, directly or indirectly related to the design, development, production, use, or stockpiling of weapons of mass destruction (e.g., nuclear, chemical, or biological weapons, and the missile technology to deliver them). Buyer will obtain an export license, if applicable, for sales, exports, re-exports, transfers, or uses of the Products and/or sale of end equipment or applications containing the Products as applicable.

Buyer agrees, for itself and all its subsidiaries:

- (1) not to sell, export or re-export, directly or indirectly, to the Russian Federation or Republic of Belarus or for use in the Russian Federation or Republic of Belarus any goods supplied under these Terms and Conditions that fall under the scope of Articles 12g and 12ga of Council Regulation (EU) No 833/2014, Article 8g of Council Regulation (EU) No 765/2006, the Russia (Sanctions) (EU Exit) Regulations 2019, and the Republic of Belarus (Sanctions) (EU Exit) Regulations 2019 (as amended);
- (2) to use its best efforts to ensure that the purpose of **Section 16, paragraph (1)** is not frustrated by any third parties further down the commercial chain, including by possible resellers;
- (3) to set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of **Section 16, paragraph (1)**;
- (4) to immediately inform Diodes about any problems in applying **Section 16, paragraphs (1), (2), or (3)**, including any relevant activities by third parties that could frustrate the purpose of **Section 16, paragraph (1)**; and
- (5) to make available to Diodes information concerning compliance with the obligations under **Section 16, paragraphs (1), (2), and (3)** within two weeks of the simple request of such information.

Any violation of **Section 16, paragraphs (1), (2), or (3)** shall constitute a material breach of these Terms and Conditions entitling Diodes to seek appropriate remedies, including, but not limited to: (i) termination of our agreement with you of which these Terms and Conditions form part; and (ii) a penalty of the price of the goods exported in contravention of the regulation.

Buyer further agrees, for itself and all its subsidiaries, not to sell, resell, or use any Products purchased from Diodes where Buyer knows or ought to know that such Product will be used: (i) to endanger China's national security or interest; or (ii) in the design, development, production, or use of weapons proliferation, or for terrorism.

17. COMPLIANCE WITH LAW. Buyer represents and warrants that it will at all times comply fully with all applicable laws, regulations, codes, standards, directives, and ordinances pertaining to its performance of its obligations under these Terms and Conditions, including, without limitation, applicable tax, export control, anti-corruption and anti-bribery, labor and employment, data protection, privacy, child labor, environmental, and criminal reporting laws relating in any way to the purchase, sale, use, and delivery of the Products. Buyer's failure to comply with the terms of this paragraph will constitute a material breach hereunder.

18. U.S. GOVERNMENT CONTRACTS. If Buyer intends to sell or use the Products in the performance of or relating to a U.S. Government contract or subcontract where Federal Acquisition Regulations, Defense Federal Acquisition Regulations Supplements, or other applicable government procurement rules or regulations (collectively, "**Government Procurement Regulations**") will apply, Buyer will inform Diodes in writing of each applicable Government Procurement Regulation before Buyer submits an applicable purchase order for the Product. Buyer remains solely liable for compliance with all Government Procurement Regulations. Unless otherwise agreed upon in writing by Diodes, (i) no Government Procurement Regulations will apply to Diodes and Diodes makes no representations, warranties, or certifications whatsoever about compliance with the Government Procurement Regulations (including, without limitation, those related to pricing, quality, origin, or content), (ii) Diodes will not provide certified cost or pricing data, and (iii) cost accounting standards, defective pricing, and audit and reporting requirements will not apply to Diodes or to Products sold hereunder. Where applicable, Buyer will provide information requested by Diodes regarding Buyer's compliance with Government Procurement Regulations.

19. ASSIGNMENT AND WAIVER. These Terms and Conditions are not assignable by Buyer without Diodes' prior written consent and any unauthorized attempt to assign any rights, duties, or obligations arising hereunder will be void. Diodes may, as it deems necessary, subcontract any part of the work or services to be provided pursuant to these Terms and Conditions. These Terms and Conditions will be binding upon each party and their successors and permitted assigns. Failure by Diodes to exercise or enforce any rights hereunder will not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof at any time or times thereafter. Each shipment made under any purchase order will be treated as a separate sale and transaction. In the event of any default by Buyer, Diodes may decline to make further shipments. If Diodes elects to continue to make shipment, its action will not constitute a waiver of any default by Buyer or in any way affect Diodes' legal remedies for any such default. A waiver of a breach of any term will not be construed as a waiver of any succeeding breach of that term or as a waiver of the term itself. A party's performance after the other party's breach will not be construed as a waiver of that breach.

20. APPLICABLE LAW; JURISDICTION. The Parties agree that this contract is made pursuant to these Terms and Conditions in the country, region, or territory of the Diodes corporate entity stated in the invoice, regardless of the sales origin and/or the product manufacture place, and this contract (and any non-contractual obligations arising out of or in relation to it) will be governed by and construed in accordance with the procedural and substantive laws of the State of Texas, United States of America, regardless of the conflicts of laws provisions thereof. Any dispute arising out of or in relation to these Terms and Conditions will take place in the appropriate court in Collin County, Texas, and the parties agree to submit to this non-exclusive jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods does not apply and the parties expressly waive any right to a jury trial regarding disputes arising hereunder.

In the event both parties are located in mainland China, the contract entered pursuant to these Terms and Conditions will be interpreted, enforced, construed, and governed by the laws of mainland China without regard to principles of conflicts of laws. Any

action to enforce such contract or arising out of or based upon these Terms and Conditions will be brought in a court of competent jurisdiction in mainland China.

- 21. SECURITY.** Buyer hereby grants Diodes a security interest in the Product and proceeds therefrom as security for payment of the purchase price.
- 22. INTELLECTUAL PROPERTY.** The sale of any Products hereunder does not convey any license by implication, estoppel, or otherwise covering combinations of the products with other equipment data or programs. Diodes retains the copyright in all documents, catalogs, and plans supplied to Buyer pursuant to and ancillary to the sale of the Products. Unless otherwise agreed in writing, Buyer will obtain no interest in any mask or other tooling used in the production of any Product.
- 23. NOTICES.** Any notice hereunder will be deemed to have been given if sent by prepaid first class mail or overnight courier to the party concerned at its last known address. Notice to Diodes will be to Diodes Incorporated, Attention: Legal Department, 4949 Hedgcoxe Road, Suite 200, Plano, Texas 75024, United States of America.
- 24. ENTIRE AGREEMENT; SEVERABILITY.** These Terms and Conditions constitute the entire agreement between the parties and supersede all previous communications, whether oral or written. Any change to these terms and conditions may be made only upon mutual agreement of the parties in writing. If any provision of these Terms and Conditions is invalid or unenforceable in whole or part by operation of law or otherwise, the provision or part thereof will to the extent that it is invalid or unenforceable be deemed omitted and the remainder of these Terms and Conditions will remain in full force and effect. The parties agree that the said invalid or unenforceable provision or part thereof will be replaced by a similar but legally valid and enforceable provision that is as close as possible in commercial effect to the invalid or unenforceable provision or part thereof.
- 25. NON-RELIANCE.** Buyer acknowledges that, in agreeing to purchase any Products under these Terms and Conditions, Buyer has not relied on any express or implied representation, warranty, collateral contract, or other assurance (except those set out in these Terms and Conditions and any other documents related to the sale of the Products and issued by Diodes) made by or on behalf of Diodes at any time before any purchase order for Products was placed. Buyer waives all rights and remedies which, but for the foregoing wording, might otherwise be available to it in respect of any such express or implied representation, warranty, collateral contract, or otherwise. Nothing in this section limits or excludes any liability for fraud.
- 26. ADDITIONAL TERMS FOR WAFERS AND DIE PRODUCTS.** Notwithstanding anything to the contrary contained herein, the following terms apply where the Products are either Wafers or Die Products, as applicable.
- a. For the purpose of these Terms and Conditions, the following terms have these assigned meanings:
 - i. **“Wafer”** means semiconductor wafer including a multitude of un-singulated Die Products. For clarity, the term “Wafer” does not include wafer maps; and
 - ii. **“Die Product”** means unpackaged singulated integrated circuit formed on a Wafer.
 - b. Notwithstanding anything to the contrary contained in these Terms and Conditions (including **Section 10**), the Warranty Period for Wafers and Die Products are thirty (30) calendar days from the date of shipment to Buyer. Buyer’s claims against Diodes under **Section 10** are void if Buyer fails to assert a warranty claim within the 30-day Warranty Period.
 - c. Except as authorized in writing by Diodes, Buyer will not resell or redistribute Wafers or Die Products, packaged or unpackaged, on a stand-alone basis.
 - d. Buyer acknowledges that wafer maps and scribe streets in Wafers contain confidential information, and will protect the confidentiality of the wafer maps and the Wafers and prevent any disclosure to third parties.
 - e. As far as Wafers and Die Products are concerned, in the event of any conflict between the additional terms contained in this **Section 26** and the terms in these Terms and Conditions, **Section 26** will prevail.

27. ADDITIONAL TERMS FOR EVALUATION ITEMS. Notwithstanding anything to the contrary contained herein, the following terms apply where the Products are considered an Evaluation Item.

- a. For the purpose of these Terms and Conditions, the following terms have these assigned meanings:
 - i. **“Evaluation Item”** means a Pre-Production Product, an Evaluation Board, or a Sample;
 - ii. **“Evaluation Board”** means an evaluation board, evaluation module (EVM), development kit, evaluation kit, or reference design that contains or incorporates one or more Products, and is intended for internal use by Buyer to evaluate the Products;
 - iii. **“Pre-Production Product”** means a Product that has not been fully tested, qualified, or completed all requirements, (including reliability performance, quality assurance, and process qualification) nor received necessary approval for such Product’s release to production from Diodes. The term “Pre-Production Product” includes prototypes, experimental devices, and devices marked with similar designations in Diodes’ datasheets and excludes Evaluation Boards; and
 - iv. **“Samples”** means a Product that Diodes provides to Buyer free of charge for evaluation or testing purposes.
- b. Notwithstanding anything to the contrary contained in these Terms and Conditions (including **Section 10**):
 - i. Evaluation Items are provided “AS IS” and “WITH ALL FAULTS.” DIODES PROVIDES NO WARRANTY WHATSOEVER FOR EVALUATION ITEMS.
 - ii. Orders for Evaluation Items may not be cancelled or rescheduled. Evaluation Items are non-returnable and non-refundable. Evaluation Items cannot be resold or redistributed other than by Diodes’ authorized distributors.
 - iii. Diodes reserves the right to modify or discontinue Evaluation Items at any time without notice or liability to Buyer.
- c. Evaluation Items are intended solely for internal use in a research and development setting to facilitate evaluation, testing, experimentation, feasibility assessment, or scientific analysis of the Products. Evaluation Items are not intended for consumer or household use. Buyer will not (i) use Evaluation Items in production applications, (ii) use Evaluation Items for mass production or commercial purposes, or (iii) incorporate Evaluation Items in products or systems that are released to the market.
- d. Buyer waives any and all rights or claims that it may have against Diodes relating to the Evaluation Items. Buyer will fully indemnify and hold harmless Diodes and its representatives against any damages, costs, losses, and liabilities arising out of or in connection with Buyer’s use of the Evaluation Items or Buyer’s non-compliance with this **Section 27**.
- e. As far as Evaluation Items are concerned, in the event of any conflict between the additional terms contained in this **Section 27** and the terms in these Terms and Conditions, **Section 27** will prevail.